



REQUEST FOR INFORMATION (RFI) 15-0214

Remediation of Vehicle or other Fluid Spills on the Roadways, Rights-of-Way, or other Real Property of Lake County

RFI Number:	<u>15-0214</u>	Contracting Officer:	<u>B. Schwartzman</u>
Issue Date:	<u>May 21, 2015</u>	Response Date/Time:	<u>June 10, 2015: 3:00 PM</u>

I. Request for Information (RFI)

A RFI is an informal written document prepared and issued for the purpose of seeking information, comments, or reactions from industry regarding a specific or general issue or concern. A RFI may be used during the market research phase of an acquisition to assist the County in identifying potential proposers, approaches, general pricing estimates, or other relevant information. This specific RFI is intended to determine market conditions and vendor capabilities regarding immediate response to, and remediation of, vehicle or other fluid spills on the roadways, rights-of-way, or other real property of Lake County.

II. Designated Procurement Representative

Responses to, and questions concerning any portion of, this RFI shall be directed in writing to Barnett Schwartzman as follows:

Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO Box 7800
Tavares, FL 32778-7800

Phone: 352-343-9424 Fax: 352-343-9473 e-mail: bschwartzman@lakecountyfl.gov

III. RFI Purpose and Process

The purpose of this RFI is as stated in Section I above. The County intends to select one or more vendors to initiate and maintain the vehicle fuel/fluid spill response capability described in this RFI. The selection process will be based on County evaluation of the following factors:

- a. Previous experience with vehicle-related fuel/fluid remediation incidents
- b. Resources available to the vendor to complete such remediation tasks
- c. Past performance record for such remediation tasks
- d. Evidenced compliance with all associated administrative requirements
- e. General degree of previous public sector experience

If required to establish a reasonable limit of selected vendors, County staff reserves the right to place a special emphasis on evaluation factor b above. The County also reserves the right to conduct one or more additional qualifying process(es) as may be needed to ensure the County has access to a viable on-call, on-going remediation capability.

Attachment A describes the basic technical qualifying input that must be provided by any responding vendor to be considered for inclusion in the qualified bidding group. Vendors are encouraged to provide additional qualifying information in conjunction with their response to this RFI.

Attachment B is the draft of the general Agreement that each selected vendor will be required to execute in order to be included in the qualified vendor access group. All vendors are advised that the County intends no significant modification of the terms and conditions currently included in the draft Agreement. Any comments regarding the content of the draft Agreement must be provided as a part of the vendor's initial response.

Please return three copies of the completed response to the RFI, each with a completed Attachment A and any comments in regards to Attachment B, to the location stated in Section II above.

Response by the designated date and time will ensure full consideration of your response.

IV. Overview of the Requirement

The general requirement is to perform the remediation services designated below, and all related tasks and efforts, on an on-call, no cost to the County, basis in association with road accidents (or other incidents) that result in fuel or other fluid spills on the roadways, rights-of-way, or other real property of Lake County. All remediation effort is to be performed and completed in full compliance with FDOT and FDEP safety rules for operating on state roadways. The selected vendor must maintain all insurance coverages required by regulation or statute for the described operations.

Sample tasks to be performed include, but are not limited to:

- Upon contact by Lake County Fire Rescue, respond immediately (no later than a one (1) hour interval from notice to arrival on-site) to the spill scene with a fully and appropriately equipped emergency response vehicle and crew.
- Clean up vehicle or other spills to restore the roadway or surface to operating condition as soon as possible.
- Remove contaminated materials in manifested containers and dispose of same in accordance with state and federal guidelines.
- Replace, at no charge to Lake County Fire Rescue or other Lake County entity, any absorbent boom, absorbent pads, or granulated sorbent products used by Lake County Fire Rescue prior to IMS arrival on scene.
- Invoice the generator of the spill for all services performed with no invoicing to be presented to Lake County entities, specifically including the Lake County Public Safety Department, Lake County Emergency Management, and Lake EMS.

The vendor shall complete all documents required for administration of the work in all regards. The vendor shall provide all labor, supervision, materials, equipment and operations necessary to complete the specified remediation effort in full accordance with all applicable regulation and statute. Vendor will be responsible for the acquisition of all required permits for all of the work to be performed. The vendor agrees to comply with all terms, conditions, and requirements of any governing regulatory entity having an established interface or controlling responsibility with the specific effort to be performed.

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ATTACHMENT A Technical Response/Input

Responding Vendor: _____

Vendor Representative (printed name): _____

Vendor Representative (printed title): _____

Vendor Representative (signature): _____

Vendor Address: _____

Vendor Phone: _____ Vendor Fax: _____

Vendor e-mail address: _____

Technical Input:

In addition to providing the information requested below, the vendor shall complete the attached "Work Reference" form in sufficient detail to enable the County to determine the adequacy of the vendor's performance record. Vendors may provide additional references by completing additional copies of the form. Vendors are welcome to provide additional information in support of their response to this RFI. Vendors are requested to provide a copy of each license described below with the initial response.

1. Years of general experience: _____

2. Years of specific experience: _____

3. Licenses and/or Certifications currently held by the responding vendor:

Description	License Number	Expiration date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Provide a sample current certificate of insurance for the described functions.

5. Describe degree and nature of the responding vendor's public sector experience:

WORK REFERENCES

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

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**ATTACHMENT B
Sample Agreement**

AGREEMENT #15-0214

**Remediation of Vehicle or other Fluid Spills on the Roadways, Rights-of-Way, or
other Real Property of Lake County.**

Pursuant to the process specified under Request for Information (RFI) 15-0214, the Lake County Board of County Commissioners (hereinafter "County") has selected the vendor identified below as a qualified source for remediation of vehicle or other fluid spills on the roadways, rights-of-way, or other real property of Lake County. It is confirmed that actual vendor selection for a given project will be at the general discretion of the County, and that no quantity of work is guaranteed to the vendor under this Agreement.

The Lake County Public Safety Department will monitor work performed to assure compliance with all applicable federal, state, and local administrative and operational requirements. The vendor shall complete all documents required for administration of the work in all regards. All task-specific agreements, invoicing, and payments will be between the generator of the spill and the vendor. The vendor shall provide all labor, supervision, materials, equipment and operations necessary to complete the specified remediation effort in full accordance with all applicable regulation and statute. Vendor will be responsible for the acquisition of all required permits for all of the work to be performed. The vendor agrees to comply with all terms, conditions, and requirements of any governing regulatory entity having established interface with the specific effort to be performed. Lake County retains the right to inspect all work completed by the vendor to ensure adequate performance has been completed under any specific task or assignment.

The vendor shall present and maintain evidence of commercial general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, including completed operations, and any specialized coverages required by governing entity to perform the cited work. The vendor shall show proof of Worker's Compensation Insurance, in accordance with Florida Statutes Chapter 440, or a copy of an approved BCM-204 Exempt form. The vendor shall will maintain the required insurance throughout the term of this Agreement. Other general terms and conditions applicable to this Agreement are attached hereto.

The term of this Agreement is one (1) year from the date of County signature specified below and may be renewed for two (2) additional one (1) year periods. Contractor will provide a one (1) year warranty after issuance of the Certificate of Occupancy for all work performed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Procurement Office and by CONTRACTOR through duly authorized representative.

COUNTY:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Approved as to legal sufficiency:

Melanie Marsh, Assistant County Attorney

CONTRACTOR:

Name of Firm: _____
By, Name: _____
Title: _____
Signature: _____
Date: _____

Mailing Address: _____

RFI 15-0204 GENERAL TERMS AND CONDITIONS

Remediation of Vehicle or other Fluid Spills on the Roadways, Rights-of-Way, or other Real Property of Lake County.

PROMPT PAYMENT

It is the policy of the County that payment for all purchases by or through County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for payments ahead of the time frame required in the Prompt Payment Act. Payment activity requires that the prime contractor provide copies of lien waivers/releases confirming that any subcontractors used by the prime contractor have been paid in full.

WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this agreement. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this agreement. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit.

CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

SUBCONTRACTING

The vendor may subcontract appropriate portion(s) of the work with the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this agreement, including any rights, title or interest therein, to any person, company or corporation without the prior written consent of the County.

INDEMNIFICATION

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees,

agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

ACCESS TO RECORDS

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in

securing such materials.

GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this agreement. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. The vendor shall be responsible for all insurance, permits, licenses, and related matters for itself and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

GRANT FUNDING

In the event any part of the agreement is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

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